

Purchasing Division 221 East Main Street Round Rock, Texas 78664-5299 www.roundrocktexas.gov

Solicitation #13-010

REQUEST FOR PROPOSAL FIREWORKS DISPLAYS

Responses Due: January 29, 2013

CITY OF ROUND ROCK

REQUEST FOR PROPOSAL FIREWORKS DISPLAYS

PART I

GENERAL

- **1. PURPOSE**: The City of Round Rock, herein after "City", seeks an agreement with a qualified Individual, Firm, or Corporation, hereafter referred to as "Respondent", to provide aerial fireworks displays for City residents in celebration of the 4th of July and other special events. Fireworks displays shall be hereinafter referred to as "Fireworks".
- 2. <u>DEFINITIONS</u>, TERMS AND CONDITIONS: By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website http://www.roundrocktexas.gov/home/index.asp?page=463.
 - **2.1.** Additional definition; Launch: To set or thrust in motion (a projectile).
 - 2.2. Any acceptance to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.
- INSURANCE: The Respondent shall meet or exceed ALL insurance requirements set forth by the Insurance Requirements as identified on the City's website at http://www.roundrocktexas.gov/home/index.asp?page=463.
 - **3.1.** Additional insurance minimums are required in addition to the requirements set forth above. Commercial general liability insurance with combined single limits of liability not less than \$5,000,000 for bodily injury or death, products liability and property damage. These additional requirements are outlined in Attachment C of the solicitation.
 - **3.2.** City shall be listed as "additional insured" on all such required policies.
- **4. ATTACHMENTS**: Attachments A through C are herein made a part of this solicitation:
 - 4.1. Attachment A: Reference Sheet
 - 4.2. Attachment B: Launch Location Maps
 - **4.3.** Attachment C: Additional Insurance Requirements
- **5. CLARIFICATION**: For questions or clarifications of specifications, you may contact:

Joy Baggett
Purchasing Department
City of Round Rock
Telephone: 512-218-6682
jbaggett@roundrocktexas.gov

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

- **RESPONDENT QUALIFICATIONS**: The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive. All Respondents shall:
 - **6.1.** Be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity or provision of the services as specified herein.
 - **6.2.** Have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City.
 - **6.3.** In order to assure the City does not encounter shipping delays, service delays or other unforeseen problems that can occur with out of area or foreign vendors, respondent shall be located within:

60 Miles from Round Rock, Texas 78681
120 Miles from Round Rock, Texas 78681
United States

- **6.4.** Provide the name, address, telephone number and **E-MAIL** of at least three (3) firms applicable to Municipal and/or Government projects that have utilized similar service within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal. **NOTE: REFERENCE FORM (ATTACHMENT A) PROVIDED. E-MAIL ADDRESSES ARE REQUIRED.**
- **6.5.** Provide a video on DVD or web link to a video of Fireworks displays by the Respondent similar to the scope of work being proposed herein.
- 7. <u>BEST VALUE EVALUATION AND CRITERIA</u>: All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
 - **7.1.** Purchase price and terms;
 - **7.2.** Reputation of Respondent and of Respondent's goods and services;
 - **7.3.** Quality of the Respondent's goods and services;
 - **7.4.** The extent to which the goods and services meet the City's needs;
 - **7.5.** Respondent's past relationship with the City;
 - **7.6.** The total long-term cost to the City to acquire the Respondent's goods or services:
 - **7.7.** Any relevant criteria specifically listed in the solicitation.
 - **7.8.** The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.
 - **7.9.** Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity

to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

- **8. AGREEMENT TERM**: The terms of the awarded agreement shall:
 - **8.1.** The initial term of the resulting agreement shall be three (3) consecutive twelve (12) month periods from the effective date. The agreement may be renewed for two (2) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing prior to the expiration of the current term.
 - **8.2.** The City reserves the right to review the respondents' performance at the end of each twelve (12) month period and cancel all or part of the agreement(s) or continue the agreement(s) through the next period.
 - **8.3.** If the respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice the respondent of the deficiencies and the respondent shall have thirty (30) days to correct such deficiencies. If the respondent fails to correct the deficiencies with the thirty (30) days, the City may terminate the agreement by giving the respondent written notice of termination and the reason for the termination.
 - **8.4.** If the agreement is terminated, for any reason, the respondent shall turn over all records, to include but not be limited to the following: records of repairs, services, deliveries, and replacement parts, to the City within fifteen (15) working days after completion of duties contained in the agreement.
- **9. PRICE INCREASE OR DECREASE**: A price increase or decrease to the agreement may be considered based on the following:
 - **9.1.** Price increase cannot exceed 25% for the total cost and term of the agreement.
 - 9.2. PROCEDURE TO REQUEST INCREASE OR OFFER DECREASE.
 - 9.2.1. Mail the price increase request to the designated City Contract Specialist a minimum of 120 days prior to each renewal period. Vendor shall supply supporting documentation as justification for each request.

City of Round Rock Purchasing Department ATTN: Contract Specialist 221 E. Main Street Round Rock, Texas 78664-5299

- 9.2.2. Upon receipt of the request, the City reserves the right to either: accept the escalation as supported by the appropriate price index and make change to the purchase order within 30 days of the request, negotiate with the vendor or cancel the agreement or purchase order if an Agreement cannot be reached on the value of the increase.
- **10. AWARD**: The City reserves the right to enter into an agreement or a purchase order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at http://www.roundrocktexas.gov/home/index.asp?page=463.
- 11. <u>ACCEPTANCE</u>: Acceptance inspection should not take more than five (5) working days. The vendor will be notified within this time frame if the goods delivered is not in full compliance with the specifications. If any agreement or purchase order is canceled for non-acceptance, the needed good may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.

- PROMPT PAYMENT POLICY: Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
 - **12.1.** There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - **12.2.** The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
 - **12.3.** The is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
 - **12.4.** The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
- 13. NON-APPROPRIATION: The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
- 14. INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK): Other governmental entities may be extended the opportunity to purchase off of the City's Agreements, with the consent and agreement of the awarded vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

PART II

SCHEDULE

1. <u>SOLICITATION SCHEDULE</u>: It is the City's intention to comply with the following solicitation timeline:

1.1. Solicitation released January 12, 2013
1.2. Deadline for questions January 22, 2013
1.3. City responses to all questions or addendums January 24, 2013
1.4. Responses for solicitation due by 3:00 PM January 29, 2013
1.5. Oral Presentation (if necessary) TBD

All questions regarding the solicitation shall be submitted in writing by 5:00 PM on the due date noted in PART II. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage.

http://www.roundrocktexas.gov/home/index.asp?page=463. Questions shall be submitted to the City contact named in PART I, Paragraph 5.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

- 2. SOLICITATION UPDATES: Respondents shall be responsible for monitoring the City's website at http://www.roundrocktexas.gov/home/index.asp?page=463 for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
- **SITE VISIT**: Respondents are encouraged to visit the launch locations for the Fireworks displays prior to submitting a response. The location map shown on Attachment B is included herein for that purpose.
 - **3.1.** It is the responsibility of the Respondent to examine the sites to determine any difficulties or restrictions inherent in the sites.
 - **3.2.** Failure of Respondents to visit the sites will not permit adjustments to pricing at a later date.
- **RESPONSE DUE DATE**: Signed and sealed responses are due no later than **3:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

City of Round Rock
Purchasing Department
221 E. Main Street
Round Rock. Texas 78664-5299

- **4.1.** Responses received after this time and date shall not be considered.
- **4.2.** Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "**DO NOT OPEN**".
- **4.3.** Facsimile or electronically transmitted responses are **not acceptable**.
- **4.4.** Late responses will be returned to Respondent unopened if return address is provided.
- **4.5.** Responses cannot be altered or amended after opening.
- **4.6.** No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- **4.7.** The City will not be bound by any oral statement or offer made contrary to the written specifications.
- **5. AGREEMENT NEGOTIATIONS**: In establishing an agreement as a result of the solicitation process, the City may:
 - **5.1.** Review all submittals and determine which Respondents are reasonable qualified for award of the agreement.
 - **5.2.** Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.
 - **5.3.** Attempt to negotiate with the most responsive Respondent an agreement at fair and reasonable terms, conditions and cost.
 - **5.4.** If negotiations are successful, enter into an agreement or issue a purchase order.
 - **5.5.** If not successful, formally end negotiations with that Respondent. The City may then:

- 5.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
- 5.5.2. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
- 5.6. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- **6. POST AWARD MEETING**: The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
 - **6.1.** Provide City contact(s) information for implementation of agreement.
 - **6.2.** Agreement terms and conditions.
 - **6.3.** Identify specific milestones, goals and strategies to meet objectives.

PART III

SPECIFICATIONS

- 1. <u>PURPOSE</u>: The City seeks an agreement with a qualified Respondent to provide an aerial fireworks display for City residents in celebration of the 4th of July and other special events. Fireworks shall provide a high quality presentation with creativity and variety of display for maximum family enjoyment.
- CRITICAL REQUIREMENTS: Safety is the City's highest priority in the execution of the Fireworks displays. Fireworks shall conform to the regulations set forth by the National Fire Protection Association (NFPA) Code 1123 for Fireworks Displays.
 - **2.1.** Code can be located at the link below;

http://www.nfpa.org/aboutthecodes/aboutthecodes.asp?docnum=1123

- **2.2.** Respondent shall maintain launch distances per national regulatory standards.
- **2.3.** Fireworks proposal shall meet with the approval of the City's Fire Department prior to acceptance and launch.
- TRANSPORATION: Successful Respondent shall be responsible for transporting Fireworks and associated equipment in compliance with Federal, State and Local laws and regulations to include NFPA Code 1123.
- **4. PERMITS:** Respondent shall possess applicable Federal, State and City permits and licenses required to execute Fireworks displays.
- 5. SCHEDULE: Fireworks display shall commence at a time specified by the City at time of scheduling.

- 6. FORMAT: City seeks a Fireworks display with an Opening Barrage, a Main Program and a Finale.
 - **6.1.** Respondent shall provide pricing on said format for the following show lengths:
 - **6.1.1.** 5 Minute
 - **6.1.2.** 10 Minute
 - **6.1.3.** 15 Minute
 - 6.1.4. 20 Minute
 - **6.1.5.** 25 Minute
 - **6.1.6.** 30 Minute
 - **6.2.** Shells shall range in size from 3" 6" in compliance with the regulations specified herein.
 - **6.3.** Proposal shall reflect number of shells and size of shells for each segment and each length of program.
- 7. **PRICING**: Pricing shall be all inclusive of labor, equipment and materials for Fireworks displays specified herein.
- 8. <u>FIREWORKS LAUNCH</u>: Successful Respondent shall manage and execute all aspects of Fireworks displays to include transport, set-up, launch and clean-up of Fireworks and associated equipment. City staff shall not be made available to assist.
 - **8.1.** Successful Respondent shall meet the City's Fire Department representatives at the launch site prior to launch for review of program.
- **9. RAIN DATE OR CONTINGENCY**: City requires a rain date to be identified at time of scheduling should the weather be inclement on event date. City shall make inclement weather determination.
 - **9.1.** City also requires Respondent to agree that in the event of a regional fireworks ban due to drought or other circumstance the City is not under any obligation to launch Fireworks displays or pay for said display that day.
- **10. <u>DAMAGE</u>**: The successful Respondent shall be responsible for damage to the City's equipment and/or property through negligence in work, personnel and equipment.
- **11. EMERGENCY**: City shall provide emergency fire and police personnel on site during the Fireworks displays in order to be close at hand in the event of an emergency.

PART IV

RESPONSE REQUIREMENTS

1. <u>SOLICITATION SUBMISSION REQUIREMENTS</u>: To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses shall not exceed twenty (20) pages in length (excluding title pages(s) and index/table of contents, attachments or dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

The Respondent shall submit one (1) original signed paper copy and five (5) copies, clearly identified as a "COPY" of its Response.

In addition, the Respondent shall submit one (1) CD, each containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The CD shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission." Failure to provide a CD may result in disqualification for award.

If supplemental materials are included with the Response, each CD must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

1.1. <u>Title Page</u> (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.

TAB #1

- **1.2.** Letter of Transmittal (1 page) Identify the services for which solicitation has been prepared.
 - **1.2.1.** Briefly state your firms understanding for the services to be performed and make a positive commitment to provide the services as specified.
 - **1.2.2.** Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, telephone numbers and e-mail address.
 - **1.2.3.** The letter of each solicitation shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.

TAB #2

1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.

TAB #3

- **1.4.** <u>Previous Performance/Experience</u> Provide detailed information on firm and team experience with providing consultant services as described in the Scope of Work.
 - **1.4.1.** Provide the name, address, telephone number and e-mail of at least three (3) firms applicable to Municipal and/or Government projects that have utilized similar service within the last two (2) years. Include an brief overview of each project with, at a minimum, a short description of the services provided, including costs and methodology used for projects.
 - 1.4.2. Attachment A: Reference Sheet.
 - **1.4.3.** DVD containing video of proposed Fireworks display similar to the specifications herein.

TAB #4

<u>Event Timeline</u> – Respondent shall provide a detailed schedule of the services to be performed to the specifications contained herein. Timeline shall include set-up, launch and take down time requirements.

TAB #5

1.6. Project Design – Respondent shall provide a recommended Fireworks display program for each show length requested that details the size and number of shells and shell types for each segment of the program. In the event that the Respondent does not have the opportunity to verbally present their design solution, the submittal shall contain enough information to satisfactorily communicate the concept.

Proposal shall also draw attention to any feature that sets the Respondent's Fireworks apart from competing displays and outline any added value the City may receive as a result of contracting with Respondent.

Proposal shall detail requirements for required space needs, power requirements and parking requirements as well as any other details pertinent to the City evaluating the Respondent's proposal.

TAB #6

- <u>Cost Proposal</u> Respondent shall include a cost proposal to provide services as described herein. Cost proposal shall be value engineered and the break-down shall include a not-to-exceed fee schedule for each aspect of the service. Cost proposal shall be all inclusive of materials, equipment and labor required to perform said services.
 - **1.7.1.** 5 Minute
 - 1.7.2. 10 Minute
 - **1.7.3.** 15 Minute
 - **1.7.4.** 20 Minute
 - **1.7.5.** 25 Minute
 - **1.7.6.** 30 Minute

TAB #7

- **1.8.** Payment Terms Respondent shall provide required payment terms, such as deposit required, or affirmation that the City's Prompt Payment Policy outlined in Part I, #12 of this solicitation is acceptable.
- **1.9.** Added Value Respondent shall explain and propose any program add-ons that can provide added value for the City.

CONFIDENTIALITY OF CONTENT: All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

- Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
- If a request is made under the Texas Public Information Act to inspect information designated as
 confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons
 and information as to why the information should be protected from disclosure. The matter will
 then be presented to the Attorney General of Texas for final determination.

ATTACHMENT A RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SO	LICITATION NUMBER:										
RE	SPONDENT'S NAME: _				DATE:						
app org	Provide the name, address, e-mail, telephone number and point of contact of at least three (3) firms applicable to Municipal and/or Government projects that have utilized similar service from your organization within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award.										
An	y negative responses rec	eived m	nay result in di	squalification of so	olicitation.						
1.	Company's Name Name of Contact Title of Contact										
	E-Mail Address Present Address										
	City, State, Zip Code										
	Telephone Number	()	F	ax Number: ()					
2.	Company's Name										
	Name of Contact										
	Title of Contact E-Mail Address										
	Present Address										
	City, State, Zip Code										
	Telephone Number	()	F	ax Number: ()					
3.	Company's Name										
	Name of Contact										
	Title of Contact										
	E-Mail Address										
	Present Address City, State, Zip Code										
	Telephone Number)	F	ax Number: ()					

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

ATTACHMENT B

Fireworks Launch Site Locations Map



Old Settlers Park 3300 Palm Valley Road Round Rock, TX 78665



PARD Yard 300 S. Burnett Round Rock, TX 78664

ATTACHMENT C

Fireworks Insurance Requirements

INSR	TYPE OF INSURANCE		SUBR	POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	GENERAL LIABILITY			3443321-04	3/15/2012	3/15/2013	EACH OCCURRENCE DAMAGE TO RENTED	\$1,000,000
1	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER:					ļ	PREMISES (Ea occurrence)	\$50,000
1							MED EXP (Any one person)	s
1							PERSONAL & ADV INJURY	\$1,000,000
1							GENERAL AGGREGATE	\$2,000,000
1				-	1		PRODUCTS - COMP/OP AGG	\$2,000,000
1	POLICY X PRO- JECT LOC							5
В	AUTOMOBILE LIABILITY			CA55473305	3/15/2012	3/15/2013	(Ea accident)	\$1,000,000
	X ANY AUTO						BOOILY INJURY (Per person)	\$
1	ALL OWNED SCHEDULED AUTOS				1		BODILY INJURY (Per accident)	5
	X HIRED AUTOS X NON-OWNED						PROPERTY DAMAGE (Per accident)	s
	7,0105							\$
С	UMBRELLA LIAB X OCCUR			EXC6018561	3/15/2012	3/15/2013	EACH OCCURRENCE	\$4,000,000
1	X EXCESS LIAB CLAIMS-MADE			-		i	AGGREGATE	\$4,000,000
	DED RETENTIONS				l			s
D	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y / N			0001087181	3/15/2012	3/15/2013	X WC STATU- OTH- TORY LIMITS ER	
							E.L. EACH ACCIDENT	\$500,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	J N/A					E.L. DISEASE - EA EMPLOYEE	\$500,000
	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$500,000